Supreme Court, U.S.
FILED

No. 091037 DEC 29 2009

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In The
Supreme Court of the United States

PATRICIA A. WILSON.
Petitioner,

v.

ROBERT J. ADAMS & ASSOCIATES
Respondents.

On Petition For Writ Of Certiorari
To The Supreme Court
State of Illinois

PETITION FOR WRIT OF CERTIORARI

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QUESTION PRESENTED FOR REVIEW

Did the Circuit Court err in ruling as a matter of law (a) Respondent's assumptions when the court accepted Respondent's Conclusions as facts deemed admitted, as well as genuineness of documents, without the full benefit of verification or proof after Petitioner requested the missing documents in order to fully comply with the Respondent's request; (b) whether Respondent, as Petitioner's legal representative, violated the attorney-client relationship, did not uphold his fiduciary relationship, duties and responsibilities in representing his client when he failed to exercise the utmost good faith, fair dealings, fidelity, and honesty in his transactions arising out of his attorney-client relationship with the Petitioner; (c) whether Respondent violated the conflict of interest responsibility when he failed to exercise fidelity, honesty, and good faith in both the discharge of contractual obligations and professional dealings with his client regarding his involvement in real estate matters; and, (d) whether Respondent committed legal malpractice while serving as Petitioner's legal representative during the 1999 Chapter 13 Repayment bankruptcy proceeding which ultimately and systematically led to the foreclosure and subsequent eviction injury suffered by the Petitioner, a single parent, and her children, even though the bankruptcy plan was designed by the Respondent to prevent such injurious and devastating actions?

INTERESTED PARTIES

There are no parties to the proceeding other than those named in the caption of the case.

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Supreme Court Rule 33.1
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OPINIONS BELOW

A copy of the decision of the Circuit Court of Cook County. County Department, Law Division, granting the Defendant, Robert J. Adams' Summary Judgment is contained in the Appendix (App. 10-11). A copy of the decision upholding trial court's July 20, 2007, order and granting Defendant-Appellee's motion for summary judgment is contained in the Appendix (App. 12-14). A copy of the decision of the Appellate Court of the First Judicial District denying Plaintiff-Appellant's Petition for Rehearing is contained in the Appendix (App. 8). A copy of the decision of the Illinois Supreme Court denying Plaintiff-Appellant's leave to appeal the Appellate Court, First District (no signature or state seal), is contained in the Appendix (App. 9).

JURISDICTION

The Circuit Court of Cook County, IL, made the decision to uphold the trial courts decision and granted the Defendant-Appellee's motion for summary judgment on July 20, 2007, and a copy of the order is at App. 10-11. A timely Petition for Rehearing was filed and thereafter denied on June 4, 2009 (See App. 8). The Plaintiff-Appellant filed with the Illinois Supreme Court a leave to appeal the Appellate Court of the First Judicial District's decision to deny the Petition for Rehearing, which was denied (See App.9). Under this Court's Rule 33.1, this petition for writ of certiorari is therefore due by March 1, 2010 (See App. 15-16). The jurisdiction of this Court is invoked under 28 U.S.C. §1254(1).

CONSTITUTIONAL, STATUTORY AND OTHER PROVISIONS INVOLVED

This case involves Respondent, as Petitioner's legal representative, violating the attorney-client relationship, not upholding his fiduciary relationship, duties and responsibilities in representing his client when he failed to exercise the utmost good faith, fair dealings, fidelity, and honesty in his transactions arising out of his attorney-client relationship, violating the conflict of interest responsibility when he failed to exercise fidelity, honesty, and good faith in both the discharge of contractual obligations and professional dealings with his client regarding his involvement in real estate matters, subsequently, committing legal malpractice while serving as Petitioner's legal representative during the 1999 Chapter 13 Repayment bankruptcy proceeding at issue, causing irreparable injury to the Petitioner, a single parent, and her children That is, foreclosure due to arrearage of the current mortgage and subsequent eviction from the property that should have been in a current mortgage status in accordance with the Order of Distribution of Claims portion of the bankruptcy repayment plan.

STATEMENT OF THE CASE

Petitioner met with Michael Burr, associate of Robert J. Adams and Associates, on or about October 15, 1999, and was requested to bring the bills that were to be included in the bankruptcy matter at issue. Petitioner complied and brought bills and/or provided figures covering Conti Mortgage (mortgage arrearage - $4,875.00), ComEd (electricity - $80.00), Cook County Treasurer (1998 property taxes - $609.00), City of Chicago Department of Water (water - $200.00), 77th Street Depot Federal Credit Union (car - $27,000.00), 77th Street Depot Federal Credit Union (J-loan - $800.00), Bank One

loan - $8,600.00), Integrity Title (refinance - $4,380.00). During the initial meeting, Mr. Burr informed Petitioner her current mortgage could also be included in the plan but she would be responsible for paying her own property taxes. Petitioner had no prior knowledge concerning the inclusion of current mortgage payments as part of a bankruptcy plan; however, she had always paid her property taxes out-of-pocket. Petitioner was also informed that this type inclusion would only take approximately 36 months or less to complete taking into consideration the amount that could be deducted via payroll control. No other alternatives were offered. Petitioner did not have the understanding that the entire current mortgage would be paid through the Chapter 13 plan because the entire current mortgage was never stated as a claim amount on any documentation shown to her during this meeting. As Petitioner was preparing to leave, Petitioner was simply told to sign the documents and the rest would be mailed to her with notification of the hearing. Petitioner, like any reasonable person, trusted that the information included in the bankruptcy petition would be in her best interest and she signed the plan paperwork without reservation based upon the claim amount figures shown to her, and because Petitioner expected the same kind of integrity, honesty and competence from the Respondent as one would expect from any attorney. The original amount for creditors was $46,544.00 based on the information provided by Petitioner. The addition of the trustee's fee ($1,717.82) brought the total claim amount to $48,261.82. Subsequently, the same claim amounts that Petitioner agreed to were the same amounts listed as the claim amounts by the Chapter 13 trustee. Petitioner firmly believed that the payments to be automatically payroll deducted from her place of employment would be based on the known claim amounts as aforementioned; however, the entire current mortgage claim amount was never displayed as a claim amount. It was only included in the Order of Distribution of Claims section of the bankruptcy plan. The Chapter

13 plan was filed on or about October 18, 1999. The payment plan provided for bi-weekly payments in the amount of $945.00 through payroll control based on income totaling $3,133.00, which included child support income in the amount of $550.00. Petitioner later learned income for child support maintenance is exempt in Illinois and should not have been included. 735 ILCS 5/1201(g)(4). The plan also included at Item 4 that "The term of the plan is estimated to be 45 months or so many months beyond 36 months as are necessary to result in a dividend of 10% on unsecured claims." Additionally, the plan specified the Order of Distribution of Claims. At Item 5(b)(iii), where it states, "Entire mortgage balances where indicated in the schedule of debts, by amendment, or by Order of Court.". At no time was the entire mortgage balance stated a part of the claim amount in the schedule of debts (except being listed on Schedule D, Creditor Holding Secured Claims), and the Petitioner has no knowledge of a proof of claim, nor did Petitioner receive a copy of a proof of claim submitted by the lien holder for the entire mortgage balance, nor did she see any amendment or court order regarding inclusion of the entire mortgage balance.

On or about October 18, 1999, an automatic stay was prepared by the Respondent notifying each creditor of the pending bankruptcy. ComEd was not included in the automatic stay notification, which Petitioner believes caused her utilities to be shut off, even though listed by Petitioner. Nevertheless, after the creditor's proofs of claims were received, the total amount was reduced to $28,364.91. On or about December 9, 1999, a 341-creditors' meeting was held. Petitioner, Michael Burr, associate of Robert J. Adams and Associates, a representative for creditor 77th Depot Federal Credit Union, and a representative from the Chapter 13 Trustee's office were in attendance. Petitioner, to the best of her knowledge, has no recollection of the Chapter 13 trustee being present or

questioning her about the information in her schedules; her income and budget; concluding that the terms of the plan were reasonable; and, that the plan was feasible based on the Petitioner's circumstances. The Petitioner has no knowledge regarding who made the recommendation to the judge to confirm the plan. The Petitioner is only knowledgeable that Judge Joan Lefkow allegedly approved the Chapter 13 plan. However, the entire current mortgage balance was never displayed as a claim amount same as all other claim amounts in the plan. The copy of the alleged confirmed plan received by Petitioner was never signed by Judge Lefkow, only by the Respondent, and displayed only a "filed" stamp from Judge Lefkow's office with a date of February 1, 2000.

Approximately December 10, 1999, Respondent submitted an amended bankruptcy plan increasing the monthly bi-weekly payment to $950.00. Respondent included income in the plan from a part-time job with Midway Shuttle (Chauffeured Cars), net pay of "roughly" $400.00 per month. This allowed the Respondent to increase Petitioner's monthly income to $3,533.00. However, this was temporary employment which only lasted two (2) months in 1999. This amended plan was not approved nor did Petitioner have any prior knowledge of this action by Respondent.

On or about January 26, 2000, the Chapter 13 trustee faxed a copy of Trustee's Periodic Report of Receipts and Disbursements, dated January 26, 2000 to the Respondent, which showed the term of plan to be 45 months. The next report of receipts and disbursements viewed by Petitioner was dated October 17, 2000, and Petitioner noticed additional creditors had been added to her plan without her knowledge and she did not know how long the additional creditors (Cook County Treasurer 1998-1999 property taxes – $1,820.29; Kankakee County Federal Co-Maker - $5,722.66; Kankakee County Federal plus interest 7% 1998 Plymouth - $14, 273.54) had been included in her plan increasing her plan total by $21,816.49.

Since these creditors were not Petitioner's creditors, this issue was brought to the attention of the Respondent who told Petitioner something to the effect that "this was out of his hands and in the hands of the trustee." Petitioner reminded Respondent that she paid him legal fees. Respondent then called Mr. Wiechman, an investigator in the trustee's office and asked something to the effect, "what's going on over there? This woman is standing in my office upset. I am going to send her over there to you all so you can straighten this out." Respondent sent Petitioner to Mr. Wiechman's office who informed Petitioner, after looking at the paperwork, that something was not right with the Cook County Treasurer information.

As early as February 7, 2003, the claim information pulled by the Respondent displayed that all the creditors had been satisfied and the plan was only making payments toward the current mortgage. The claim information sheet from the Respondent displayed the mortgage arrearage as the claim amount for current mortgage for Conti Mortgage but was increased by $2,003.10. Petitioner had no knowledge of this nor was Petitioner aware of a proof of claim for said amount. There was also included another line item for Conti Mortgage listed as "secured, not broken out" but displayed an amount of $1,797.42, and no proof of claim known to Petitioner or seen by Petitioner. Next, there were two line items for Fairbanks Capital Corp, the first line item was listed as current mortgage without a claim amount but showing amounts paid and the second line item showed a claim amount of $3,892.91 (secured, not broken out) but no proof of claim known to Petitioner or seen by Petitioner. The Petitioner questioned the Respondent why the figures from the proof of claims were not used. Petitioner did not receive an explanation. On April 24, 2003, the claim information chart displayed the same information previously mentioned, that is, Petitioner had satisfied all of her creditors and that payments were appeared to continually be made toward the current mortgage.

Around mid-May 2003, Petitioner asked Larry Saska to investigate her case. Mr. Saska informed Petitioner that in order to have access to the files he would have to file as a substitute attorney. Thus, the substitution of attorney form was filed. This occurred after the Respondent had been released by Petitioner as her legal representative in April 2003. Mr. Saska's investigation revealed that Petitioner's plan should have been completed based on the information the Respondent withheld from Petitioner until June 3, 2003. Respondent sent the original letter dated April 24, 2003, to the wrong address; however, the letter stated, "The trustee projects that this case will be over around July of this year." Respondent had many opportunities to file a motion for a discharge since it did not appear the trustee was going to. Petitioner believed Respondent would not have provided her with that information had she not obtained the services of another attorney. Based on Mr. Saska's discovery, he concluded Respondent had not protected Petitioner under the Chapter 13 plan; and that the Respondent should be reported to ARDC. Mr. Saska informed Petitioner that since she had paid Respondent legal fees, he (Saska) would not be charging her any type of fee. Petitioner filed a complaint with the ARDC regarding Respondent's negligence, conflict of interest, violation of his attorney-client relationship, falsified information, violation of his fiduciary duties and responsibilities, withheld relevant information vital to the resolution of Petitioner's crisis, lack of fair dealing and trustworthiness etc., during the Chapter 13 plan. Petitioner was unable to respond in a timely manner to ARDC due to time constraints placed on her by her current crisis with Respondent, and could not obtain an extension because of lack of proof of the date the request for a response was actually mailed from ARDC to Petitioner. She was unable to make this information known to ARDC along with other information regarding Respondent's infidelity.

Petitioner filed for a dismissal of her Chapter 13 plan on July 28, 2003, and the order to dismiss was granted on July 29, 2003, based on Petitioner's situation at the time (i.e., emotionally drained because she could not take care of her family and that the Respondent had worked against her throughout the plan) had financially beaten her down because the plan that was to help in paying back what she owed had left her with little to no money each month for her and her four (4) children's survival and take care of the debts that became due during the administering of the Chapter 13 plan, Respondent made no attempt to mitigate this crisis. Instead, Respondent attempted to increase Petitioner's financial ruin, had taken everything she earned and was still not enough. Petitioner maintained her plan was supposed to have been discharged. Judge A. Benjamin Goldgar expressed to Petitioner that she should not dismiss her bankruptcy plan. Apparently, Judge Goldgar had come to the same conclusion or suspected something was amiss and felt Petitioner should not end her case in that manner.

Petitioner entered a motion to vacate the dismissal on or about August 1, 2003, which was subsequently granted on or about August 26, 2003. Petitioner realizes now that her lack of knowledge concerning what the law requires, her emotional state and the financial hardship she and her family had been subjected to caused her to take actions without the full knowledge of its impact. Nevertheless, the Petitioner knew the Respondent was well aware of her situation and due to his negligence, infidelity, dishonesty, lack of fair dealings and trustworthiness, and not protecting the Petitioner during the Chapter 13 plan, led to Petitioner's request to dismiss her Chapter 13 plan because the automatic payroll deduction was still in effect. Respondent's failure to protect and provide good faith advice to Petitioner caused the end result in the loss of her real property, after all, Respondent withheld his real estate interests.

The irony of it all is the Petitioner was the only person unaware of what was happening at the time. While Petitioner was representing herself as a pro se litigant. Fairbanks Corp., the current mortgage company did accept a $2,404.00 payment from Petitioner, but told Petitioner she should not be sending any money to them because the trustee was taking care of this matter. Petitioner's house went into foreclosure without warning or notification. Petitioner was informed by a scout from the new mortgage company (Advantage Mortgage Company) that someone wanted to buy the property and that Petitioner could continue to stay in the property and be able to buy the property back in five (5) years. When Petitioner attempted to refinance the property she learned the property, via a title search, had already been sold to Barbara J. and Steven F. Mello in Sacramento CA.

REASON FOR GRANTING THE WRIT

Respondent, by and through his attorney, made requests for admissions of fact and genuineness of documents which Petitioner complied with clearly stating logical and honest reasons for not admitting or denying certain statements deemed as facts and whether the documents were genuine at that time because of Respondent's refusal to provide copies of the documents he claimed had been included with the request. When Petitioner requested that the missing documents be supplied the Respondent told the Petitioner where she should go to obtain copies of the items Respondent initially stated were included in his request. The stated reason pointed out that there existed a lack of clarity concerning some of the statements, and based on Respondent's infidelity, dishonesty, lack of good faith dealings in both the discharge of contractual obligations and professional dealings with the Petitioner during the Chapter 13 process, it was in Petitioner's best interest to eliminate making assumptions because of the ambiguity in Respondent's requests for admissions of facts. More important, Such as, Respondent's claim to have represented Petitioner in a 1993 bankruptcy proceeding. This was not, and is

not a true statement. Respondent received Petitioner's 1993 file after the attorney of record retired. Thus, Respondent replied in a manner that clearly substantiated he was not trustworthy and everything would need to be scrutinized carefully and/or clarified. Respondent also added creditors and/or allowed creditors to be included in Petitioner's repayment plan without her knowledge, which clearly should not have happened. Respondent's legal representative continued to refer to Petitioner's reply to the request for admission of facts as a response, another Respondent assumption tactic, to give the appearance of no response from Petitioner, which the court accepted and ruled accordingly in favor of Respondent. In other words, Respondent used Rule 216 to force an admission of conclusions instead of an admission of fact, which is what happened in this situation.

In Kismer, 148 Ill. App.3d at 512, 102 Ill.Dec. at 152, 499 N.E. 2d 709; Thomas v. Village of Westchester (1st Dis. 1985), 132 Ill.App.3d 190, 194, 87 Ill.Dec. 448, 451, 477 N.E. 2d 49, 52, generally speaking, application of Illinois Supreme Court Rule 216, "is not automatic, however, for the trial court has the discretion to allow late filings in order to prevent injustice." Petitioner maintains she answered Respondent's request for admission of facts, however, Petitioner's response asking for copies of the items listed as being attached were never satisfied. Respondent decided Petitioner's response and requests were unacceptable, and since Petitioner is a pro se litigant, it is not necessary to consider discretion and rule in a manner that would promote justice and level the playing field. Thus, the court ruled in favor of the Respondent, which Petitioner disagrees with because of the untrue statements, among other things done by the Respondent

People v. Mindham, 192 Ill.Dec.680, 253 Ill.App.3d 792, 625 N.E.2d 835 (1993) and **P.R.S. Intern Inc. v. Shred Tax Corp., 234 Ill.Dec. 459, 184 Ill.Dec2d 224, 703 N.E.2d 71 (1998).**

Petitioner entered into a written agreement, on or about October 15, 1999, with the Respondent agent of Robert J. Adams and Associates, to represent her in a Chapter 13 Bankruptcy matter. Petitioner paid the Respondent a good and valuable consideration for the aforesaid bankruptcy representation. Illinois courts hold that the attorney-client relationship is contractual and can be formed only by a retainer agreement or payment of fees. **People v. Simms, 736 N.E.2d 1092, 1117 (Ill. 2000); Zych v. Jones, 406 N.E.2d 70, 74 (1st Dist. 1980); In re Chicago Flood Litigation, 682 N.E. 2d 421 (1st Dist. 1977);** Simon v. Wilson, 684 N.E.2d 791, 810 (1st Dist. 1997). Such agreements may be express or implied, oral or written. **Zych, 406 N.E.2d at 74.** The client must "manifest her authorization that the attorney act on her behalf- and the attorney must indicate his acceptance of power to act on the client's behalf." **Simms, 736 N.E.2d at 1117; Simon, 684 N.E.2d at 810**. The formation of the relationship hinges on "the client's belief that he is consulting a lawyer in that capacity and his manifested intention to seek professional legal advice." **Herbes v. Graham, 536 N.E.2d 164, 168 (2nd Dist. 1989)**. Illinois courts echo the language of the **Restatement (Third) of the Law Governing Lawyers**, which provides that an attorney-client relationship forms when a person "manifest[s] to a lawyer the person's intent that the lawyer provide legal services for the person" and the lawyer consents or acquiesces. **Restatement (Third) of the Law Governing Lawyers ¤14(1) (2000)**. An attorney-client relationship only arises when both the attorney and client have consented to its formation. **Altman v. Estate of Snyder, 633 N.E.2d 711 (Ill. App. 1st Dist. 1992)**.

To become a client, a person also must request or receive legal advice.

Makela v. Roach, 492 N.E.2d 191, 194 (2nd Dist. 1986). This role is similar to that enunciated in the **Restatement (Third) of the Law Governing Lawyers**, which requires that, in order to become a client, a person also have the evident purpose of securing legal advice. **Restatement (Third) of the Law Governing Lawyers ¤14(1) (2000)**.

Petitioner clearly demonstrated "the existence of an attorney-client relationship giving rise to a duty owed to Petitioner by Respondent." Thus, satisfying the first element of a legal malpractice claim.

A fiduciary relationship exists between an attorney and client which require that the attorney exercise the utmost good faith and fair dealing in any transaction arising out of his legal relationship with a client. **Suppressed v. Suppressed, 565 N.E.2d 101 (Ill. App. 1st Dist. 1990)**. All transactions between an attorney and a client are subject to the closest scrutiny, with particular attention given to contracts made or altered after an attorney-client relationship has been formed. **Lossman v. Lossman, 653 N.E.2d 1280 (Ill. App.2nd Dist. 1995)**.

An attorney-client relationship gives rise to certain fiduciary duties owed by the attorney to the client including the duties of fidelity, honest, and good faith in both the discharge of contractual obligations to and professional dealings with the client. **Doe v. Roe, 681 N.E.2d 640 (Ill. App. 1st Dist. 1997)**. In the attorney-client relationship, the attorney has a duty to act skillfully and diligently on his client's behalf. **Goodman v. Harbor Market, Ltd., 663 N.E.2d 13 (Ill. App. 1st Dist. 1995)**. An attorney commits misconduct warranting discipline when he disregards his client's instructions, fails to represent his client with undivided loyalty, fails to seek a lawful objective of his clients, and acts to protect the interests of third parties.

In re Tepper, 533 N.E.2d 838 (Ill. 1988). Petitioner clearly demonstrated "the existence of a fiduciary relationship, duties and responsibilities giving rise to a duty owed to Petitioner by Respondent." Thus, satisfying the second element of a legal malpractice claim.

On the subject of lack of clarification of the current mortgage claim amount, if the current mortgage information had been made known in the plan, same as the other claim amounts, it is quite possible the plan would not have been approved because of the problems that may have occurred with the payment of current mortgage payments through Chapter 13. If the Chapter 13 trustee is delinquent in making those payments, the estate would be charged with late fees under the mortgage documents. Foster v. Heitkamp, 670 F.2d 478, 487 (5th Cir. 1982). Moreover, the tardiness of payments could even constitute a default under the mortgage agreement which would lead to an acceleration of the entire indebtedness and a request for foreclosure by the creditor. Id.

Respondent on several occasions attempted to amend the Petitioner's Chapter 13 plan without Petitioner's knowledge. After each creditor had been satisfied and the trustee continued to serve as disbursing agent for the current mortgage, Respondent did not do anything acting on Petitioner's behalf, such as obtaining a proper discharge of the plan and/or returning the payment of Petitioner's mortgage to her instead of garnering additional fees for the trustee. There were many alternatives that were the responsibility of the Respondent to cause a smooth and fair discharge of the plan in the best interest of the Petitioner. Respondent could have informed Petitioner and/or should have assisted Petitioner in making arrangements to pay the alleged $5,737.02 shortage that the trustee had

not paid that would have completely satisfied the current mortgage issue. Respondent made no attempts to do so. Because the Respondent was negligent in his duties in these aspects, to name a few, the Petitioner suffered emotional distress and severe financial hardship along with the loss of her real property–her home–a situation she is still fighting to date.

After Respondent was discharged as Petitioner's legal representative, her home was placed in foreclosure without her knowledge; property was
suddenly under the management of a new mortgage company, Advance Mortgage, unknown to Petitioner; the property was sold out from under Petitioner to a couple in Sacramento CA after Petitioner was told she could continue to live there and be able to buy back the property after five (5) years. Why should Petitioner have to do that when she should have had her property free and clear if Respondent had her best interest at heart while he was her legal representative, instead of looking out for someone else's interest? Through divine intervention, Petitioner learned Respondent was involved in real estate but Respondent did not inform Petitioner of this matter or consider whether or not the appearance of a conflict of interest existed.

For the record, the Respondent showed little to no interest in protecting the Petitioner during the Chapter 13 process. It appeared that every action taken by Respondent was intended to benefit someone else; never in the best interest of the client. Petitioner maintains the circuit court erred in granting Respondent's summary judgment because Respondent, by and through his attorney, did not provide Petitioner with the requested clarification of the statements deemed as facts and should not have expected anyone to respond without

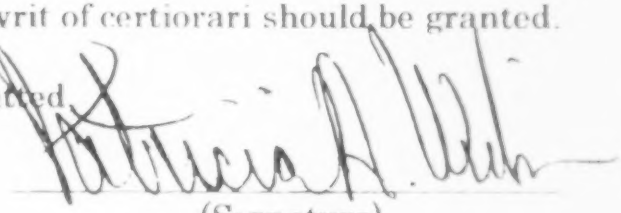
being allowed to authenticate, validate, substantiate, corroborate, attest to, and/or sign any documents. To do so would be dishonest and providing false information. The Respondent also refused to provide the exhibits listed as attached but were not included, which prevented the Petitioner from responding truthfully and honestly without being allowed to authenticate, validate, substantiate, corroborate, attest to, and/or sign any documents to truthfully and honestly assess the genuineness of the documents. The circuit court completely ignored the fact Respondent was not truthful when he admitted, by and through his attorney, that Petitioner did not respond until April 19, 2006, to his December 13, 2005-request to admit when in fact, Petitioner's attorney at that time had responded March 23, 2006, in response to Respondent's "Motion to Strike Petitioner's March 23, 2006, response. The sitting judge, Judge Lynn M. Egan set the matter for Clerk's Status on June 19, 2006. The circuit court primarily based its decision to accept the statements deemed as facts without verification or proof by the Petitioner, allowed by Supreme Court Rule 216. Petitioner firmly believes that the reasons aforementioned show "good cause" for requesting the Respondent's summary judgment be reversed, and by court order Respondent be requested to honor the Petitioner's request to review the documents.

CONCLUSION

Because of the Respondent's complete disregard for the attorney-client relationship, his fiduciary duties and responsibilities, his dishonesty, his willful neglect, fraudulent actions as Petitioner's legal representative, and the fact that Petitioner is a single African American female with four (4) dependents to provide for and decisions to make pertaining to the family's future, Petitioner suffered great emotional distress and severe financial hardship in trying to provide an affirmative defense to correct the results of Respondent's negligence to duty; violation of the attorney-client relationship; violation of Respondent's fiduciary relationship, duties and responsibilities; Respondent's legal malpractice which led to the final act—the proximate cause—loss of Petitioner's real property because he did not monitor the bankruptcy trustee to ensure that payments were made in a timely manner. Respondent does not want this case to be heard by a jury as was requested when the complaint was filed because there are others who could contribute to this type of fraud that is commonplace, especially in Illinois, when it involves a single African American mother who cannot find an honest lawyer to represent her. Where is the justice?

The petition for a writ of certiorari should be granted.

Respectfully submitted,



(Signature)

CONTRACT FOR LEGAL SERVICES

I, Patricia An Wilson retain the law firm of ROBERT J. ADAMS & ASSOCIATES to file a Chapter 13 case on our behalf. The estimated and minimum attorneys' fees are $1,800.
The actual fee, until confirmation, is based on a rate of $240 per hour for attorney time, and a rate of $70 per hour for paraprofessional time. In addition, you are responsible for all court and other necessary costs expended on your behalf.
Your attorneys have duties to you. Likewise, you also have duties. Your case will be handled professionally and promptly and vigorously. We will send you copies of documents filed. We will attend all hearings. We will negotiate repayments with creditors. You agree and authorize this law firm to allow outside counsel to review your file for the determination of possible violations by creditors and/or its agents and assignees.
You agree to completely and fully cooperate with us. You agree to make all payments agreed upon or ordered by the Court. You agree to attend all scheduled trustee's meetings and all scheduled hearings in court if, in the professional opinion of your attorney, such presence is required or beneficial to your case.
You further understand and agree that after confirmation, additional professional services may require additional compensation. In appropriate circumstances and with notice to you, we may ask for additional fees to be paid through the Chapter 13 plan. The amount of additional compensation will be determined by the presiding judge. Our additional compensation request will be based on our standard hourly rates charged when such additional services are performed.

Any change to this Contract is void unless it is in writing and signed by an attorney.
Date: October 15, 1999

CLIENT: /s/ Patricia Wilson
Patricia An Wilson

/s/ R
FOR ROBERT J. ADAMS & ASSOCIATES

IN THE CIRCUIT COURT OF COOK COUNTY
COUNTY DEPARTMENT, LAW DIVISION

PATRICIA WILSON	)
Plaintiff,	)
v.	)Case No. 04 L 13951
TOM VAUGHN and	)
ROBERT J. ADAMS	)
Defendants.	)
	)

DEFENDANT ROBERT J. ADAMS' MOTION FOR SUMMARY JUDGMENT

TO: Patricia Ann Wilson, pro se plaintiff
8139 S. Paxton
Chicago, IL 60617

NOW COMES Defendant Robert J. Adams, by and through his attorney, and moves for the entry of summary judgment holding that plaintiff cannot prove her case. The complaint alleges legal malpractice by Robert J. Adams in his representation of Plaintiff in her bankruptcy case. Because Plaintiff's facts fail to establish legal malpractice, a judgment should be entered in favor of Robert J. Adams and this case should be dismissed.

1. Plaintiff filed a complaint in legal malpractice naming Robert J. Adams as a defendant.

2. To properly state a cause of action in legal malpractice, Plaintiff must demonstrate: (a) the existence of an attorney-client relationship giving rise to a duty owed to Plaintiff by Defendant; (b) a breach of that duty; (c) injuries proximately resulting from that breach, and (d) damages. Continental Cas. Co. v. Grossman, 271 Ill.App.3d 319, 648 N.E. 2d 175 (1st Dist. 1995).

3. Plaintiff alleges a duty owed to Plaintiff by Robert J. Adams during the pendency of Plaintiff's bankruptcy case, 99B32146.

4. Plaintiff alleges a breach of that duty due to Mr. Adam's failure to monitor and maintain Plaintiff's Chapter 13 Plan.

5. Plaintiff states that her Chapter 13 Plan payments were more than she could afford resulting in her falling behind on other obligations.

6. Plaintiff chose the amount of the Chapter 13 Plan payments.

7, Plaintiff had the option of dismissing her Chapter 13 Case at any time if she truly could not afford her Chapter 13 Plan payments. 11 U.S.C. §1307(b).

8. Plaintiff replaced Robert J. Adams as her attorney on June 3, 2003.

9. Plaintiff, acting pro se, did dismiss her Chapter 13 case on July 29, 2003.

10. Plaintiff immediately filed a motion to reinstate her Chapter 13 Case on August 1, 2003.

11. Plaintiff's Chapter 13 Case was reinstated on August 26, 2003.

12. The case was reinstated, by Plaintiff's pro se motion, at the same payment amount that Plaintiff allegedly could not afford.

13. Plaintiff did not try to change her Chapter 13 Plan payments at any time after replacing Robert J. Adams as her attorney.

14. Plaintiff also claims the amount deducted from her paychecks was erroneous and in excess of what was called for in her Chapter 13 Plan.

15. The amount deducted was correct and also chosen by Plaintiff.

16. Plaintiff arguably alleges that Defendant should have used bankruptcy law to lessen her payments on her utility bills that arose after the filing of her Chapter 13 Case.

17. Chapter 13 Plans only deal with those debts that existed prior to the filing of the Chapter 13 Case.

18. Plaintiff hired a second attorney to counsel her on her Chapter 13 Case.

19. The second attorney did not file any pleadings with the bankruptcy court to address Plaintiff's issues.

20. Plaintiff represented herself at the end of the Chapter 13 Case.

21. Plaintiff did not address any of the issues in her bankruptcy case that she now alleges in the present case, even though she had the opportunity to address those issues before the case was dismissed.

22. Robert J. Adams was not the proximate cause of any of Plaintiff's alleged injuries.

23. Plaintiff alleges injuries for which the law provides no remedy.

Wherefore, Defendant Robert J. Adams moves this Honorable Court for entry of an order of summary judgment and for dismissal of the complaint against this Defendant with prejudice, or for any other relief this Court deems appropriate.

Respectfully submitted,

/s/ Christine B. Adams
Attorney for Robert J. Adams

CHRISTINE B. ADAMS
Attorney for Robert J. Adams
125 Clark, Suite 1810
Chicago, Illinois 60603
Attorney No. 42293

05/01/09

APPELLATE COURT OF ILLINOIS
FIRST DISTRICT

In re: Wilson, Patricia A. v. Adams, Robert J.
Appellate No.: 1-07-2052(4)

A decision will be filed in the above entitled case on 05/07/2009 after 10:00 a.m. in the Appellate Clerk's Office, 160 N. LaSalle, Suite 1400, Chicago, IL 60601.

/s/ Steven M. Ravid, Clerk

Patricia A. Wilson
8139 S. Paxton
Chicago, IL 60617

IN THE
APPELLATE COURT OF ILLINOIS
FIRST JUDICIAL DISTRICT

PATRICIA ANN WILSON,	)	Appeal from
thePlaintiff-Appellant,	)	Circuit Court
of	)	Cook County
	)	
v.	)	04 L 13951
	)	
ROBERT J. ADAMS	)	Honorable
	)	John A. Ward
Defendant-Appellee.	)	Judge Presiding

ORDER

This cause comes to be heard on the Petition for Rehearing of Plaintiff-Appellant filed May 27, 2009, this Court being fully advised in the premises;

IT IS ORDERED that the Petition for Rehearing is DENIED.

/s/ (illegible)
Justice

/s/ (illegible)
Justice

/s/ (illegible)
Justice

ORDER ENTERED
June 04 2009
Appellate Court, First District

108732

SUPREME COURT OF ILLINOIS
CLERK OF THE COURT
Supreme Court Building
Springfield, Illinois 62701
(217) 782-2035

September 30, 2009

Ms. Patricia Ann Wilson
1415 Shields Avenue
Apartment 1B
Chicago heights, IL 60411

No. 108732 Patricia Ann Wilson, petitioner, v. Robert J. Adams, respondent. Leave to appeal, Appellate Court, First District.

The Supreme Court today DENIED the petition for leave to appeal in the above entitled cause.

The mandate of this Court will issue to the Appellate Court on November 4, 2009.

/s/ (no signature)

IN THE CIRCUIT COURT OF COOK COUNTY
COUNTY DEPARTMENT, LAW DIVISION

PATRICIA WILSON, Plaintiff,	)	
v.	)	04 L 13951
ROBERT J. ADAMS Defendant.	)	

ORDER

This matter is before the court on the motion for summary judgment of Defendant Robert J. Adams. After considering the arguments of the parties and the materials submitted, including plaintiff's proposed amended complaint, **IT IS ORDERED**:

The motion for summary judgment is granted. The gravamen of plaintiff's claims against the defendant is that as an attorney representing her in a Chapter 13 bankruptcy proceeding, he caused her injury by failing to design, construct and monitor a payment plan which she could afford. However, based on certain of the facts previously deemed admitted, and on the uncontested facts that after discharging the defendant, the plaintiff caused both the dismissal of the Chapter 13 proceeding as well as its re-instatement on the same financial terms a complained of here, the defendant is entitled to summary judgment. Among the facts deemed admitted are that she "reviewed the petition and schedules at the time she received them or shortly thereafter" (Request 11); that she "understood that $1,146.35 would have to be paid by the trustee each month on her ongoing mortgage payments" (Request 14) and that she also "understood that her payment plan would pay for" the Pontiac Bonneville she purchased shortly before opening the Chapter 13 proceeding (Request 16); that she chose to go with the 45 month plan at $945 every two weeks (Request 18); and that she "believed she could afford $945 every two weeks for at least 3 years" (Request 19). Given these admitted facts, the plaintiff will not be able to sustain her burden

of showing that she suffered injury from a breach of duty by the defendant, as opposed to injury due to her own financial decisions.

Accordingly, judgment is entered in favor of the defendant Robert J. Adams and against the plaintiff Patricia Wilson.

ENTER: /s/ (no signature)
John A. Ward

July 20, 2007

NOTICE
The text of this order may
Be changed or corrected
prior to the time for filing of
Petition for Rehearing or
The disposition of the same.

Fourth Division
May 7, 2009

No. 1-07-2052

IN THE
APPELLATE COURT OF ILLINOIS
FIRST JUDICIAL DISTRICT

PATRICIA ANN WILSON,	)	Appeal from the
	)	Circuit Court of
Plaintiff-Appellant.	)	Cook County.
	)	
v.	)	04 L 13951
	)	
ROBERT J. ADAMS	)	Honorable
	)	John A. Ward,
Defendant-Appellee	)	judge Presiding.

SUMMARY ORDER

Patricia Ann Wilson, the plaintiff, filed a letter which the trial court treated as a complaint. In the letter, Wilson maintained that Robert J. Adams, her attorney and the defendant, represented her in a bankruptcy proceeding and caused her to be injured when he failed to design, construct and monitor a payment plan that the could afford.

On December 13, 2005, Adams filed discovery requests that, in pertinent part, contained a request to admit facts and a request to admit the genuiness of documents
1-07-2052 pursuant to Supreme Court Rule 216, 134 Ill.2d R. 216. When Wilson failed to file a response to the requests to admit, Adams filed a motion to have the circuit court deem

the facts identified in the requests admitted on February 14, 2006. On March 23, 2006, Wilson filed a response to Adams' motion to have the circuit court deem the facts admitted. On April 19, 2006, Wilson filed an answer to Adams December 13, 2005, requests to admit. Supreme Court Rule 216 provides that each of the matters of fact of which admission is requested is admitted unless, within 28 days after service, either (1) a sworn statement is filed denying the matter of which admission is requested, or (2) a written objection is filed. 134 Ill. 2d R. 216. We note that both of Wilson's responses were filed after the expiration of the 28 day period a party has to deny or file an objection to a request to admit. 134 Ill. 2d R. 216. On August 29, 2006, the circuit court entered an order that granted Adams' motion to treat the facts as admitted.

On March 7, 2007, Adams filed a motion for summary judgment with exhibits, including the requests to admit, and maintained that he and his law firm were not the proximate cause of any of Wilson's claimed injuries. On March 19, 2007, Wilson filed an "emergency motion for jury demand for support of summary judgment to be granted." Wilson's emergency motion references the following exhibits: (1) the civil action cover sheet from her attorney malpractice case, (2) an excerpt from a September 16, 2004, transcript, (3) documents from the bankruptcy court proceedings, and (4) a photocopy of a notice that Wilson's attorney malpractice case was scheduled to be part of the circuit court judge's calendar call on February 2, 2005. On July 20, 2007, the circuit court granted Adams' motion for summary judgment based, in part, on the admitted facts and the circuit court's finding that Wilson "will not be able to sustain her burden of showing that she suffered injury from a breach of duty by the defendant, as opposed to injury due to her own financial decisions."

On appeal, Wilson seeks a reversal of the circuit court's July 20, 2007, order granting Adams' motion for summary judgment. We apply a de novo standard of review to a trial court's order granting a motion for summary judgment. Gaston v. Founders Insurance Co. 365 Ill.App.3d 303, 314 (2006), citing In re estate of Hoover, 155 Ill. 2d 402, 411 (1993).

In order to prevail on a legal malpractice claim, the plaintiff must plead and prove the following: (1) that the attorney owed the client a duty of due care that arose from the attorney-client relationship, (2) that the attorney breached that duty, and (3) that

the client suffered as injury a proximate result of the breach of the attorney's duty. Northern Illinois Emergency Physicians v. Landau, Omahana & Kopka, Ltd. 216 Ill. 2d 294, 306 (2005), citing Sexton v. Smith, 112 Ill. 2d 187, 193 (1986). "The injury in a legal malpractice action is of a personal injury (Eastman v. Messner, 188 Ill. 2d 404, 411 (1999)), nor is it the attorney's negligent act itself." Northern Illinois, 216 Ill. 2d at 306, citing Palmros v. Barcelona, 284 Ill. App. 3d 642, 646 (1996). "Rather, it is a pecuniary injury to an intangible property interest caused by the lawyer's negligent act or omission." Northern Illinois, 216 Ill. 2d at 306, citing Eastman, 188 Ill. 2d at 411 and Palmros, 284 Ill. App. 3d at 646.

In order to survive a motion for summary judgment, the nonmoving party must present evidentiary materials (affidavits, deposition transcripts, answers to interrogatories, etc.) that establish a factual basis that would arguably entitle him, her or it to a judgment. Hussung v. Patel, 369 Ill. App. 3d 924, 932 (2007), citing Sunderman v. Agarwal, 322 Ill. App. 3d 900, 902 (2001). Our review of the record reveals that Wilson has failed to provide evidentiary materials (affidavits, depositions or answers to interrogatories) that raise material issues of fact or rebut her admissions in Adams' requests to admit. Given Wilson's failure to rebut her admissions in Adams' requests to admit or to present evidentiary materials (affidavits, depositions or answers to interrogatories) which create material issues of fact and establish that Adams breached a duty owed to her and thus committed legal malpractice, we find that there are no material facts in dispute and that Adams, the moving party, was entitled to a judgment as a matter of law. Adames v. Sheahan, Nos. 105789, 105851 cons., slip op. at 14 (March 19, 2009), quoting 735 ILCS 5/2-1005© (West 2006). Accordingly, we hold that the trial court did not err when it entered the July 20, 2007, order and granted Adams' motion for summary judgment.

This order is entered in accordance with Supreme Court Rule 23(c)(2). 166 Ill. 2d R. 23(c)(2).

Affirmed.

NEVILLE, J., with O'BRIEN, P.J., and STELLE, J., concurring.

SUPREME COURT OF THE UNITED STATES
OFFICE OF THE CLERK
WASHINGTON, DC 20543-0001
December 31, 2009

Patricia A. Wilson
1415 Shields Avenue
Apartment B
Chicago Heights, IL 60411

RE: Wilson v. Adams, et al.
IL SC no. 108732

Dear Ms. Wilson:
Returned are all materials in the above-entitled case postmarked on December 29, 2009 and received on December 31, 2009, which fails to comply with the Rules of this Court.

If you intend to pay the $300 docket fee, the petition must be in booklet format and on paper that measures 6 1/8 by 9 ¼ inches. Rule 33.1(a).

The appendix to the petition as required by Rule 14 must be in booklet format and on paper that measures 6 1/8 by 9 ¼ inches. Rule 33.1(a).

The text of the document must appear on both sides of the pages. Rule 33.1(b).

The order(s) of the Illinois Court of Appeals (you have only included the order denying rehearing) must be included in the appendix. Rule 14.1(i). Each order must be reproduced so that it complies with Rule 33.1.

Your petitions and check in the amount of $300.00 are herewith returned.

Kindly correct the petition and appendix so that it complies in all respects with the Rules of this Court and return it to this Office promptly so that it may be docketed. Unless the petition is submitted to this Office in corrected form within 60 days of the date of this letter, the petition will not be filed. Rule 14.5.

Three copies of the corrected petition must be served on opposing counsel. Rule 29.3.

When making the required corrections to a petition, no change to the substance of the petition may be made.

Sincerely,
William K. Suter, Clerk
By: COPY EAF
Erik Fossum
(202) 479-3392

Enclosures

CERTIFICATE OF SERVICE

I, Patricia A. Wilson, pro se Litigant, hereby certify that I have this date, February 25, 2010, forwarded a true and exact copy of the PETITION FOR A WRIT OF CERTIORARI to the following:

Christine B. Adams (3 copies)
Attorney for Robert J. Adams & Associates
125 South Clark
Suite 1810
Chicago, Illinois 60603

Supreme Court of the United States (40 copies)
Clerk of the Court
Washington DC 20543

I declare under penalty of perjury that the foregoing is true and correct.

Executed on February 25, 2010

(Signature)

"OFFICIAL SEAL"
TYRONE PARKS
Notary Public, State of Illinois
My Commission Expires Nov 10, 2012

2/25/10